

No. 14/13/87-6Lab./386.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of Presiding Officer, Industrial Tribunal-cum-Labour Court, Ambala in respect of the dispute between the workman and the management of M/s Pehowa Co-op. Credit and Service Society Limited (Mini Bank), Pehowa *versus* Sahab Singh.

IN THE COURT OF SHRI S. R. BANSAL (ADDITIONAL DISTRICT AND SESSIONS JUDGE), PRESIDING OFFICER, LABOUR COURT, AMBALA

Reference No. 124 of 89

WORKMAN SHRI SAHAB SINGH, SON OF SHRI BIRU RAM, VILLAGE KALYANA,
P. O. JEOLI, TEHSIL NARAINGARH, DISTRICT AMBALA

and

THE MANAGEMENT, PEHOWA COOPERATIVE CREDIT AND SERVICE SOCIETY LTD.,
(MINI BANK), PEHOWA

Present

WR. Shri J. R. Sharma.

MR. Shri Gian GREWAL.

AWARD

In exercise of the powers conferred by clause (c) of sub-section 1 of section 10 of the Industrial Disputes Act, 1947 (for short called as the 'Act'), the Governor of Haryana referred the following dispute between the workman Shri Sahab Singh and the management Pehowa Cooperative Credit and Service Society Limited (Mini Bank), Pehowa to this court for adjudication,—*vide* Haryana Government notification bearing no. 8040-44, dated the 24th February, 1989:—

Whether the services of Shri Sahab Singh has been terminated or he himself left the job ?
If so, to what relief is he entitled ?

The workman raised an industrial dispute by serving a demand notice dated 18th November, 1988 under section 2-A of the Act. The Labour Officer-cum-Conciliation Officer took out the conciliation proceedings but did not yield any tangible result thereby necessitating the making of the present reference by the appropriate Government.

On receipt of the reference notices were issued to the workman as well as to the management. The workman submitted his statement of claim dated 18th October, 1989 in which he pleaded that he joined the service as Assistant Store Keeper/Salesman on 1st March, 1986 and his services terminated on 25th June, 1987 although he had completed 240 days of service in a calendar year. It was alleged that the termination was ordered without complying with the provisions of section 25-F of the Act and therefore is illegal and against the principal of natural justice. It was also alleged that new person has been appointed against the post on which the workman was working.

The management admitted the appointment of workman on 1st March, 1986 and further admitted that he has served upto 24th June, 1987 but the plea taken is that the workman was appointed only for 89 days his appointment was based on contract of service which was renewed from time to time and therefore the provisions of section 25-F are not applicable. It was also pleaded that the workman himself absented after 24th June, 1987. In any case he raised the dispute after a lapse of more than one year and therefore no relief can be granted to him.

The workman submitted replication controverting the allegations of the management in the written statement filed and reiterating those made in the claim statement. On the rival contentions of the of the parties the following points in issues were laid down for decision:—

- (1) क्या श्री साहब सिंह की सेवा समाप्त की गई है या उसने स्वयं नौकरी छोड़ी है ? इस बिन्दु पर निर्णय में फलस्वरूप वह किस राहत का हकदार है ?
- (2) क्या अदानात को मुनवाई का अधिकार नहीं है ? ओ पी एम
- (3) क्या यह क्लेम टाईम बाई है ? ओ पी एम

Parties led evidence. I have heard the representative of the parties. My findings are as under:—

Issue No. 1 :

The appointment of the workman as Assistant Stor Keeper/Salesman on 1st March, 1986 and his termination on 25th June, 1987 are not disputed. It is also not disputed that no chargesheet was served nor any show-cause notice was given. Similarly no retrenchment compensation was paid. Sahab Singh workman appeared as WW-1 and strongly supported all the allegations made by him in the claim statement. No doubt MW-I Brik Lal, Manager of the management-society has stated that the workman was appointed initially for 89 days and his appointment was renewed from time to time,—vide resolutions Ex. M-1 to Ex. M-5 but the fact remains that the workman rendered more than 240 days of services continuously in a period proceeding twelve months. Now the question to be seen is as to whether the services of the workman were terminated or he himself absented from the duty. Ex. M-6 is the copy of attendance register of workman during the month of June, 1987. It shows that the workman remained present upto 24th June, 1987 and absented thereafter. Similarly Ex. M-7 in the attendance register of the workman relating to the month of July, 1987. It shows that the workman remained absent from duty for whole of the month of July, 1987 when the management-society,—vide resolution Ex. M-8 dated 18th July, 1988 terminated the services of the workman with effect from 25th June, 1987. The learned representative of the workman has argued that no notice of the absence was given to the workman and therefore his termination is illegal. No such notice was required to be given. From the available documentary evidence on record it is quite evident that the workman was initially appointed for 89 days,—vide resolution Ex. M-1. His appointment was renewed subsequently,—vide Ex. M-2, M-3, M-4, and M-5 each for 89 days. The last term of appointment was expired on 24th June, 1987 and the workman absented from duty as would indeed become clear from Ex. M-6 and M-7 and accordingly,—vide resolution Ex. M-8 dated on 18th July, 1987 the services of the workman were deemed terminated with effect from 25th June, 1987. No further enquiry was required to be conducted. The workman was governed by Common Cadre Rules. His appointment was a contract appointment for 89 days and his services were terminated in accordance with the same. Section 25-F of the Act is, therefore not applicable to the case and no fault thus be found with the termination order. The finding on this issue is, therefore returned against the workman and in favour of the management.

Issue No. 2 :

The onus to prove on this issue was on the management. The management has not argued this issue. The facts however remains that the workman was governed by Common Cadre Rules framed under the Cooperative Societies Act and the provisions of Industrial Disputes Act are not applicable. So this court is not competent to entertain and try the present dispute. The finding on this issue is, therefore returned in favour of the management and against the workman.

Issue No. 3 :

No doubt the claim statement has been filed after a period of about 1-1/2 years but by it self no ground to refuse the relief to the workman. The finding on this issue is, therefore, returned against the management and in favour of the workman.

Relief :

In the end, it is held that the workman is not entitled to any relief.

The reference shall stand answered accordingly.

The 10th February, 1995.

S. R. BANSAL,

Additional District and Sessions Judge,
Presiding Officer, Labour Court, Ambala.
Camp at Panchkula.

Endorsement No. 186, dated the 22nd February, 1995.

Forwarded (four copies) to the Financial Commissioner and Secreary to Government of Haryana, Labour and Employments Departments, Chandigarh as required under section 15 of the Industrial Disputes Act 1947.

S. R. BANSAL,

Additional District and Sessions Judge,
Presiding Officer, Labour Court, Ambala,
Camp at Panchkula.